

**IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY**

**HSBC BANK NEVADA, N.A.,**  
**Plaintiff**

**v.**

**EARL N. BAKER,**  
**Defendant**

)  
)  
)  
)  
)  
)  
)

**C.A. CPU4-09-006510**

Submitted: May 17, 2010  
Decided: June 9, 2010

**ORDER**

Charles Slanina, Esquire, Finger, Slanina & Liebesman, LLC, 724 Yorklyn Road, Suite 210, Hockessin, DE 19707

Stephen P. Doughty, Lyons, Doughty & Veldhuis, P.C., 15 Ashley Place, Suite 2B, Wilmington, DE 19804, Counsel for Plaintiff.

Earl N. Baker, 19 William Penn Square, New Castle, DE 19720, Defendant.

By Order dated April 30, 2010, Stephen P. Doughty (“Respondent”), a member of the Bar of the Delaware Supreme Court, was ordered to show cause why he should not be held in contempt and/or why this matter should not be dismissed with prejudice or other sanctions imposed pursuant to Rule 41(b) of the Civil Rules of the Court of Common Pleas.

The Court conducted a hearing on May 17, 2010 at which Respondent was represented by Charles Slanina, Esquire. Defendant Earl N. Baker was self-represented. The Court reserved decision. This is the Court’s Order on the Rule to Show Cause.

THE COURT FINDS AS FOLLOWS:

1. Respondent Stephen P. Doughty is a member of the Bar of the Supreme Court of Delaware who represents plaintiff HSBC Bank Nevada, N.A.

2. Defendant Earl N. Baker is self-represented.

3. Mr. Baker filed an Answer denying the debt alleged.

4. The case was scheduled for trial on March 19, 2010.

5. Mr. Baker received a notice from the Court requiring him to appear for trial on March 19, 2010. Mr. Baker appeared pursuant to the notice. Mr. Baker was prepared for trial, and intended to dispute the amount owed.

6. Although Respondent appeared in Court on the trial date of March 19, Respondent was not prepared for trial on Plaintiff's behalf.

7. In his Answer, Mr. Baker denied the debt claimed by Plaintiff and "demand[ed] strict proof" of the amount claimed by Plaintiff. Said proof was never provided to Mr. Baker by Respondent. Moreover, Respondent conceded he was unprepared on the day of trial to offer such proof on Plaintiff's behalf.

8. According to Respondent, on March 18, 2010 – the day before the scheduled trial – Respondent prepared for trial by reviewing his file on-line. Respondent has a paperless office and does not keep hard-copy records.

According to Respondent, he understood, based on his review of the file, that Mr. Baker had settled the case and that the case would not proceed to trial. Respondent conceded at the May 17 hearing that his understanding was incorrect. In fact, there had been no settlement of Mr. Baker's case. According to Respondent, he had reviewed the wrong file.

9. Also, according to Respondent, even if he had understood correctly that the case had not settled, he would not have been prepared for trial the next day. Nevertheless, Respondent had not sought a continuance of the trial date pursuant to Rule 40(c) of the Civil Rules of the Court of Common Pleas.

10. When Mr. Baker appeared for trial, Respondent spoke to Mr. Baker in the hallway outside the courtroom. Mr. Baker testified that Respondent said to Mr. Baker, "I guess you didn't get the notice? You didn't need to appear in Court today. They were probably busy with other cases."

11. Respondent conceded that this conversation took place but testified that he was referring to Mr. Baker's debt consolidation firm, which Respondent understood should have notified Mr. Baker that the case had settled, and not to the Court.

12. Respondent's staff thereafter sent to Mr. Baker a Stipulation of Judgment by which Mr. Baker would have acknowledged he was indebted to

Plaintiff in the principal amount of “\$25,433.22 plus court costs and interest at the rate of 5.5% per annum on the declining principal balance of \$19,964.88.” (Exhibit 2.)

13. When Mr. Baker received the proposed Stipulation of Judgment from Respondent, Mr. Baker sent a letter to the Court dated March 31, 2010. (Exhibit 1.) Mr. Baker protested the proposed settlement and stated he had been deceived by Respondent. Mr. Baker also indicated that he had no intention of allowing Respondent’s firm to manage Mr. Baker’s debt. Rather, Mr. Baker wished to continue working with the debt consolidation firm with whom he had been working for some time. Finally, Mr. Baker insisted he had intended to proceed to trial on March 19.

14. Respondent sent a letter dated April 16, 2010 to Mr. Baker in response to Mr. Baker’s March 31 letter. (Exhibit 3.) Although Mr. Baker’s March 30 letter was sent to the Court and docketed, Respondent did not provide any response to the Court. Moreover, when responding to Mr. Baker’s letter, Respondent did not review his files. Therefore, Respondent did not discover his mistaken understanding that Mr. Baker’s case had been settled. Rather, Respondent merely commented that Respondent had not intended to assume responsibility for Mr. Baker’s debt consolidation. Respondent also did not respond to Mr. Baker’s claim that Mr. Baker had

been deceived by Respondent. Finally, Respondent did not provide proof of the debt Plaintiff claimed was owed by Mr. Baker.

15. The Court issued a Rule to Show Cause and scheduled a hearing for May 17, 2010.

16. Mr. Baker testified at the May 17 hearing that he showed up for trial on March 19 with the “intention to find out how much do I actually owe and to not have any other amount attached to that figure.”

17. Respondent’s explanation to the Court that Respondent’s communication with Mr. Baker on the morning of trial was that Respondent had reviewed the wrong file. Respondent did not offer an explanation regarding why he did not uncover his error after receiving Mr. Baker’s March 31 letter. Additionally, Respondent conceded he was not been prepared for trial on March 19.

**NOW, THEREFORE, IT IS HEREBY ORDERED**, this 9<sup>th</sup> day of June, 2010, pursuant to Rule 41(b) of the Civil Rules of the Court of Common Pleas, the captioned matter is **DISMISSED WITH PREJUDICE**. Defendant Earl N. Baker appeared for trial on March 19, 2010 and was prepared to dispute the amount alleged by Plaintiff to be owed. Plaintiff was not prepared for trial and had not requested a continuance. Plaintiff’s

counsel incorrectly represented to Defendant Earl N. Baker that no trial would take place that day.

*Andrea L. Rocanelli*

---

The Honorable Andrea L. Rocanelli